



**PLEASE NOTE:** These sample documents are meant for reference only. Your completed document may appear different to this sample and may be more/less extensive depending on the options and clauses you choose to include/exclude. These sample documents are not kept up to date, however the documents that you produce are updated regularly.

This sample is only a sample of the category of document, not necessarily the specific document it is assigned to.

The first 5 pages only of the document are provided in this sample, the document you purchase will contain all pages, and will be customized to your specifications.

**Copyright © 2006-2007 LawLive Pty Ltd ACN: 119 610 310**



---

## DEED OF RELEASE

---

**THIS DEED MADE ON 02/12/2007**

**BETWEEN**

**Minky Products ACN 4566885882 (“the Releasor”)**

**AND**

**Jane King of 12 Inalor Rd Windsor NSW 2756 (“the Releasee”)**

**SAMPLE**

**THIS DEED MADE ON 02/12/2007**

**BETWEEN:** **Minky Products ACN 4566885882** a company incorporated in Australia and having its registered office at 48 Castle St Windsor NSW 2756 (“**the Releasor**”) of the One Part;

**AND:** **Jane King** of 12 Inalor Rd Windsor NSW 2756 (“**the Releasee**”) of the Other Part.

**RECITALS:**

- A. The Releasor and the Releasee have entered into various transactions and contracts (the Arrangements) with each other as described in Part One of the Schedule. The Releasor has a claim (the Claim) against the Releasee (which claim is not admitted by the Releasee) the details of which are set out in Part Two of the Schedule. No proceedings have been commenced in any Court in respect to the Claim.
- B. The Releasor has agreed by this Deed to release the Releasee from the Claim and from all other obligations and liabilities of whatsoever kind or nature and howsoever arising which in anyway relate to the Arrangements or to the Claim.

NOW BY THIS DEED IT IS AGREED as follows:

**1 INTERPRETATION**

- (a) Headings and underlining are for convenience only and do not affect interpretations;
- (b) Words denoting the singular number include the plural and vice versa and words denoting a given gender include all genders;
- (c) The expression “person” includes an individual, body corporate, a business or an unincorporated association;
- (d) This Deed binds each party’s legal personal representatives, successors and lawful assignees;
- (e) When a party comprises two or more persons the rights and obligations of such persons pursuant to this Deed inure to the benefit of and bind all of them jointly and each of them severally;

- (f) In this Deed any reference to the Arrangements is a reference to all contracts, arrangements, understandings, agreements, commitments, whether oral or in writing, expressed or implied, past, present or future between the Releasor on the one hand and the Releasee on the other hand and without limiting the generality of this definition includes the specific arrangements described in the Schedule; and
- (g) Claim means the claim which the Releasor alleges it has against the Releasee which is more fully described in the Schedule.

## **2 CONSIDERATION FOR THE RELEASE**

- 2.1 Subject to the Releasee Must return all unsold and tester Minky Products.
- 2.2 None of the releases or terms of this Deed shall have any affect to confer any release on the Releasee unless and until the Releasee has complied with Clause 2.1 to the complete satisfaction of the Releasor.

## **3 RELEASE BY RELEASOR**

- 3.1 The Releasor, subject to the Releasee's compliance with this Deed, releases the Releasee from the Claim and from all other actions, suits, causes, debts, claims, costs, demands or proceedings whatsoever in law, in equity, under statute or otherwise which the Releasor now has or could, would or might but for this Deed at any time hereafter have or had against the Releasee by reason of or on account of or in any way connected with the Claim or the Arrangements.
- 3.2 To the extent to which there are any obligations outstanding under the terms of the Arrangements or any of them then to the fullest extent possible the Releasor forever waives the Releasor's right to compel the Releasee to perform those obligations.
- 3.3 To the extent to which there are any monies owing on any account whatsoever or which may in the future become owing on any account whatsoever by the Releasee to the Releasor as a result of or as a consequence of the Arrangements, the Releasor forever forgoes and waives the Releasor's rights and entitlements to receive such payments.

## **4 CONFIDENTIALITY**

- 4.1 The Parties acknowledge that the existence, contents and substance of this Deed are commercially sensitive and confidential and accordingly, unless required by operation of law, no Party may expressly or impliedly disclose any information in respect of this

Deed to any person other than for the purpose of enforcing this Deed.

**5 DEED MAY BE PLEADED AS BAR TO ACTIONS**

5.1 Subject to the Releasee having complied with Clause 2.1 the Parties acknowledge and agree that the provisions of this Deed may be pleaded as a bar and complete defence to any actions, suits, causes, debts, claims, costs, demands or proceedings commenced by the Releasor at any time after the date of this Deed against the Releasee in any way related to the Claim or the Arrangements or anything done or not done under the Arrangements and which are in any way contrary to or inconsistent with the releases and waivers in this Deed.

**6 ENTIRE AGREEMENT**

6.1 This Deed contains the entire agreement between the Parties with respect to the subject matter of this Deed and represents all of the terms upon which the parties have settled the Dispute. No representation, undertaking or covenant given by either party to the other prior to the date of this Deed has any effect on the terms of this Deed and to the extent to which they impose obligations or liabilities on either party in relation to any of the matters the subject of the Dispute all of those obligations and liabilities are forever extinguished and all rights relating thereto are forever abandoned and waived.

**7 COSTS**

7.1 Each Party will bear its own costs arising out of or in any way relating to this Deed or its preparation.

**8 SEVERANCE**

8.1 Any provision of this Deed that is prohibited or unenforceable in any jurisdiction either generally or any particular circumstance will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability. In that event the offending provision will not invalidate the remaining provisions of this Deed nor affect the legality or enforceability of that provision in any other jurisdiction or in respect to any other circumstance.

**9 COUNTERPARTS**

9.1 This Deed may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one instrument.